



## **Order under Sections 30 & 31 Residential Tenancies Act, 2006**

**Citation:** Voce v Ismayilova, 2026 ONLTB 14140

**Date:** 2026-02-12

**File Number:** LTB-T-058078-24

**In the matter of:** Basement, 8 LOCUSTWOOD CRT  
BRAMPTON ON L6V3C1

**Between:** Lucy Voce (Deceased) Tenant  
Laura Liscio (Heir, Acting on Behalf of  
Tenant's Estate)

**And**

Fatima Ismayilova Landlords  
Mark Bombini

Lucy Voce (the 'Tenant') applied for an order determining that Fatima Ismayilova and Mark Bombini (the 'Landlords'):

- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

The Tenant also applied for an order determining that the Landlords failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on December 8, 2025.

The Landlords, the Tenant's heir/agent, L. Liscio, and the Tenant's legal representative, K. Gupta, attended the hearing. The Tenant passed away on October 10, 2024. Her daughter, L. Liscio, is proceeding with the application on behalf of the Tenant. There is no will, nor is there an appointed executor, and L. Liscio has been responsible for looking after the Tenant's estate. L. Liscio said that she has one brother, who has authorized her to proceed with her mother's application. She also said that she was a first-hand witness to what her mother experienced because the Tenant was living with her when the events alleged against the Landlords took place.

Pursuant to subsection 2(1) of the Act, a “Tenant” includes the Tenant’s heirs, assigns and personal representatives.

**Determinations:**

**Preliminary Issue:**

1. I found that L. Liscio (LL), the Tenant’s daughter and heir, was eligible to proceed with her deceased mother’s application as she is the person responsible for looking after her mother’s estate. LL, as the heir to her mother, is also considered a Tenant pursuant to subsection 2(1) of the Act, cited above.

**The Background:**

2. The application was filed on July 24, 2024, when the Tenant was still alive. She had been living out of the rental unit since February 2024, when the Landlords asked her to leave and provide them with vacant possession, ostensibly in order for them to carry out extensive repairs in the rental unit.
3. The Tenant moved into the rental unit in 2019. It is a basement unit of a house. There are other tenants living in the upper part of the house. The monthly rent was \$988.00. The Tenant moved out of the rental unit on February 1, 2024, and she was never permitted to return until the date she passed away.
4. Although the application is filed as a T2 and a T6 application for maintenance, the main issue is the alleged illegal eviction. In essence, the Tenant alleges that she was unlawfully evicted from the rental unit and not permitted to return. During the time of her absence, the Tenant alleges that the Landlords entered her unit at will, and they had unlimited access to all of the Tenant’s belongings. Since the Tenant believed that she was going to return to her unit, all her belongings were left in place, and she had no access to them for the eight months prior to her death.
5. Consequently, I find that this is, in fact, a T2 application related to an unlawful eviction, and my determinations will be on that basis.

**The Allegations:**

6. LL said that the Tenant was asked by the Landlords, at the end of 2023 or very beginning of 2024, to leave the unit so they could carry out extensive repairs. She said that they told the Tenant there was a leak in the ceiling of the unit, and the Landlords would have to rip out the ceiling and fix all the pipes. She said that they told the Tenant that they were obliged to install a window for egress from the unit.

7. LL said that her mother, the Tenant, was told that she would be leaving the unit for about two weeks. The Landlords never provided the Tenant with any formal written notice or notice of termination, nor any other written communication about leaving the unit. That fact is undisputed. She said that her mother had nowhere to go, but was obliged to stay with her. The Tenant vacated the rental unit on February 1, 2024, and went to stay with her daughter, LL.
8. LL said that her mother repeatedly asked the Landlords for something in writing, but they refused to provide it. LL said that the Tenant had cordial relations with the Landlord, F. Ismayilova (FI), but her husband, M. Bombini (MB), was always aggressive. LL said that whenever she, herself, had to communicate with the Landlords she found MB to be aggressive, and she therefore kept any communication minimal.
9. LL said that the Tenant never received any compensation at all for leaving the rental unit. She also said that the Landlords never offered any support, food or accommodation for the Tenant during the time she was staying with LL.
10. LL said that the Tenant cried all the time she was living with her, and she repeatedly told LL that she wanted to return home. She said that the Tenant was elderly, and she had trouble negotiating the stairs, so she had to remain on one level of her house. LL said that it was a lot further for her mother to access her doctors and medical assistance from LL's house than from her own unit.
11. LL submitted into evidence a photo taken on November 22, 2024, after the Tenant passed away and LL came to retrieve her mother's belongings from the rental unit. The photo is of an unknown person standing in the Tenant's unit, apparently living there and using the Tenant's furniture and belongings. LL said that the person was sleeping on the Tenant's sofa. LL said that the Landlords never requested permission to use any of the Tenant's belongings. There are other photos of the rental unit taken on that day, full of the Tenant's furniture and personal items, either moved around, or with unknown, outside items lying on the furniture. LL said that none of the doors were locked, and the Landlords were entering and exiting the rental unit at will.
12. LL submitted into evidence a photo of the kitchen where items had been placed all over the Tenant's furniture. LL said that her mother had to leave items in the fridge upon her departure. She said that there were items in the pantry as well. She said that all the food was spoiled or expired by November 2024, however, she was able to retrieve all the Tenant's furniture. LL said that the furniture was full of dust, the sofas were musty, and a water leak had affected the wall unit cabinet. LL's photos also showed that all the drywall had been removed during the Tenant's absence, but all of the Tenant's furniture had remained in place while the work was being done.
13. LL submitted into evidence a letter dated July 10, 2024, written by the Tenant's legal representative to the Landlords demanding proof of any written notice that was ever provided to the Tenant, and demanding repossession of the Tenant's unit. There is a letter from the Landlords to the Tenant's legal representative, written a couple of days prior to that demand letter, in which they state that they are surprised by any legal action of the Tenant because they believed that the Tenant "understood" the situation. They said that

they were ordered by the City of Brampton to ensure that the basement unit was registered as a legal unit, that they were not aware of how much work was required until they regained vacant possession of the unit, and the work required "far exceeded our original expectations". They also allege that the Tenant was aware of the need for renovation for "several months" before they asked her to move out for the time of construction, and they informed her by phone while she was gone that the renovations were taking longer than anticipated. Finally, they allege in the letter that it was the Tenant's "choice" to leave her belongings in the apartment for the time of the construction work, even though, "we have asked her several times to remove them."

14. LL said that either she or her mother returned to the unit in March 2024, about a month after the Tenant moved out, to get more personal belongings, and they saw that all the drywall had been ripped out, and they saw that the unit was not habitable at that point. LL said it was that point that her mother became very despairing and cried all the time. LL said that when the Tenant moved out, she had been given no choice by the Landlords, but to leave the unit.
15. LL said that prior to moving out the Tenant was mobile, with the assistance of a walker, and she could cook for herself. Once the Tenant moved in with LL, the Tenant was obliged to live in a living room with no privacy and her health began to decline. LL said that the Tenant felt terrible for taking over LL's living room, she kept apologizing for being in the way, and it was a terrible situation. Because the Tenant was not able to negotiate the stairs, she was forced to use a powder room on that level of LL's house, and she was unable to take a proper shower.
16. LL said that even after the Tenant passed away, the Landlord MB was threatening and aggressive, and he made it difficult for LL to retrieve her mother's belongings.
17. LL said that during the time her mother lived with her, the Tenant paid her \$1,000.00 per month rent. She had no receipts or documentary evidence of those payments. She also said that the Tenant had requested repairs from the Landlords about leaking, toilet and light fixture for about a year prior to moving out.
18. The Landlords did not submit any documentary evidence.
19. The Landlords said that they received an order from the City of Brampton in 2019 to fix their basement unit because it was an illegal unit. They said that they discussed it with the Tenant for years, and she was aware that one day she would have to vacate to permit them to carry out any repairs needed. They said that they heard from the City again in 2023, and a By-law officer told them they had to start the process.
20. The Landlords said that they were unaware that they had to give the Tenant any formal written notice, and they believed that they had an agreement with her about the Tenant leaving. They said that they had discussed with the Tenant commencing work in February or March 2024, but she herself "decided" to leave on February 1, 2024, and she had told them in January that she would leave on that date. They said that the Tenant did not pay rent for February 2024.

21. The Landlords said that while the Tenant was gone, she inquired about returning, but they had to tell her the work was taking longer than expected. They said that they offered to pay the Tenant's moving expenses if she chose to move somewhere else, but she told them she wanted to keep her belongings there. They said she told them she was willing to wait because she was living with her daughter in the meantime.
22. The Landlords said that the work took so long because it was more extensive than they imagined. It included fireproofing all the drywall, installing two egress windows, fireproofing doors, fixing HVAC pipes, "busting out" the bathroom floor. They said that they suggested to the Tenant that she move all her belongings by April or May 2024, but she said she did not want to do that because she wanted to stay. The Landlords said all their communication with the Tenant was cordial and verbal.
23. The Landlords said that the Tenant, or LL, informed them that they did not have to give the Landlords any notice when they were coming, and they just came without notice in November 2024 to get the Tenant's belongings. They said that no one was living there at the time, and they never asked the Tenant for rent during the period she was gone. They said that they have stopped the renovation because they have run out of money.
24. The Landlords said that they were aware that the basement was an illegal unit when they bought the house. They also said that they knew the renovation work would take from three to eight months when they started. They said that while they were doing the work, the City came and told them about further work they would have to do.
25. The Landlords said that they never responded to the Tenant's legal representative in July 2024 because he had threatened to go before the Landlord and Tenant Board. They also said that the person allegedly "living" in the basement unit in November 2024 is MB's cousin, and they never authorized him to "use" the Tenant's belongings.
26. The Tenant requests 100% rent abatement, \$10,000.00 for food and other property that was damaged, \$1,000.00 for moving and storage expenses, \$1,000.00 for out-of-pocket expenses incurred as a result of the Landlords' actions, as well as all the expenses for food, moving, fees, and accommodation since February 2024 when the Tenant was forced to leave the unit. They also request a Board administrative fine.

Reasons and Analysis:

27. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
28. Most of the facts are undisputed. The Landlords evicted the Tenant without any written or valid notice. The Landlords have alleged that the Tenant's moving out of the unit was the result of a cordial, verbal agreement between the parties. This is an error in law. It is undisputed that the parties had a tenancy agreement, they were in a Landlord and Tenant relationship, and they were therefore governed by the Act. Subsection 3(1) of the Act provides that the Act applies with respect to rental units in residential complexes, despite any other Act and despite any agreement or waiver to the contrary. Neither a Landlord nor a Tenant can contract out of the Act. Subsection 37(1) of the Act provides that a tenancy

may be terminated only in accordance with the Act, and a tenancy cannot be lawfully terminated by a verbal agreement, even were I to find the Landlords' allegation that there was a verbal agreement between the parties to end the tenancy to be credible. I do not find the Landlords' submission that the Tenant cordially agreed to leave in February 2024 to be credible for the reasons that follow.

29. The Tenant was an elderly lady with mobility issues. After vacating the rental unit she had nowhere to go but her daughter's living room, and there was nowhere for her to bathe in LL's house except a powder room. I find it credible that the Landlords may have told the Tenant to remove her belongings, however, the Tenant's decision to leave her belongings *in situ* means, and I find, on a balance of probabilities, that the Landlords led the Tenant to believe that she would be able to move back into her unit, and they knew she wanted to move back to her unit. This sequence of events means, and I find, that the Landlords told the Tenant to move out, with no valid written notice, and without providing a valid notice of termination, and they led the Tenant to believe it was a temporary situation. I find that the Landlords' actions between the months of February 2024, until July 2024 when they received the letter from the Tenant's legal representative, their lack of response to that letter, as well as their failure to complete renovations, demonstrates, on a balance of probabilities, that their intention was always to evict the Tenant. I need not speculate why the Landlords chose to put nothing in writing, nor why they chose to bring no supporting documentary evidence of the City compliance order, or anything else for that matter. The facts establish that this was an unlawful eviction.
30. Even if the Landlords were unaware, as they claim, that there was any necessity for them to provide a written notice of termination to the Tenant, they could not claim to be unaware after receiving the letter from the Tenant's legal representative in July 2024. The letter was explicit. Yet they still did nothing. They did not permit the Tenant to move back into her unit, nor did they provide her with any written notice of termination. In any case, ignorance of the law is no excuse. Whether or not the Landlords knew that they had to provide a written notice of termination is not relevant to my determination that they violated the Act by not providing one. Therefore, the Landlords are responsible for unlawfully evicting the Tenant from February 1, 2024. They told her to leave without any written notice, they gave her no choice but to leave, they induced the Tenant to believe it was only temporary, and she left. It was easier for them to induce her to leave by letting her think she was going to return. Then they ripped up the unit, removing the drywall, and made it impossible for her to return. It is as though they locked the Tenant out from that date.
31. The question arises as to whether this was actually a bad faith eviction, more easily proved with a T5 application. In this case, I find that the sequence of events better fits the situation where the Landlord locks out the Tenant. The Landlords manipulated the situation to get the Tenant to leave, and then once she was physically out of the unit, they did not permit her to return. Perhaps the Landlords did not physically change the locks, but they started repairs, removed walls, and made the unit inhabitable to the point where the Tenant could not return. It seems undisputed that, even though the locks were not changed, the Landlords were not permitting the Tenant to return. That is most similar to a lock-out situation.

32. Although the Tenant should have perhaps educated herself about her rights prior to leaving, I find that does not mitigate the unlawfulness of the eviction. That is because the Landlords took advantage of the Tenant's age, vulnerability and naivety to get her to leave. The Landlords were aware that the Tenant had limited means, and no ability to find an appropriate alternative unit, aware that she had nowhere else to go except to move in on her daughter, and, perhaps what I find most egregious, they continued to lead the Tenant to believe that she could move back in. They kept up the pretense for months that she could move back in, and that served to delay the Tenant taking any legal action against them. They kept up the pretense, really, until the time of her death. I find that these factors lead to a conclusion that the Landlords knew it was unlawful to evict the Tenant in this way, they wilfully chose not to give written notice to the Tenant so that they could maintain the fiction that the Tenant's decision to leave was the result of a cordial verbal agreement, and also so they could continue to pretend to the Tenant that she would be able to move back into her unit. That is why I find this situation to be like a lock-out.
33. Therefore, I will determine the appropriate remedies on the basis of an illegal lock out of the Tenant on February 1, 2024. The lock-out was exacerbated by the fact that the Tenant was led to believe she could move back into the rental unit, and she therefore chose to leave her belongings in the rental unit to be exposed, used by strangers, and potentially damaged during the work undertaken by the Landlords.

#### Remedies:

34. The Tenant has requested reimbursement for damaged property, moving costs, and out-of-pocket expenses, but LL has provided no receipts, estimates, nor has she alleged specific damage to property except for food left in the unit and damage to a wall unit cabinet.
35. I find that the Tenant has failed to prove, on a balance of probabilities, any moving costs. LL did not testify about how the Tenant moved, or how much it cost. She said that she incurred expenses when she moved the Tenant's belongings out in November 2024, but no specific amounts were mentioned. No specific amounts were testified about, nor supported by documentation, with regard to any alleged out-of-pocket expenses.
36. However, LL said that there was damage to a wall unit cabinet and a sofa was musty. As stated above, it was not unreasonable for the Tenant to leave her furniture in the rental unit while she believed she was going to be able to move back in. It is also credible that pieces of furniture were damaged while major repair work was being done in the unit, including ripping up floors, removing drywall and fixing roof pipes. There were admitted leaks in the unit. Although no specific amount was mentioned for this damage, I find that \$300.00 is not an unreasonable amount to award for damage to the Tenant's furniture, cabinet and sofa, that were left in the unit, exposed to any renovation work and exposed to any people coming in and out of the unit to do the work.
37. Although I find it credible that any food items expired during the time the Tenant was out of the unit, I do not find that the Tenant was reasonable to leave food items in the unit once she departed. It is undisputed that she knew she was going to leave for at least a month or two, she did not leave in an immediate rush, and she had time to plan to remove any

perishable food items. Therefore, it is not the responsibility of the Landlords to reimburse the Tenant for leaving perishable food items in the rental unit.

38. A rent abatement is also not appropriate. The Tenant did not pay the Landlords any rent from the date she left the unit. However, I find that it is appropriate to consider the rent abatement requested in terms of general compensation for pain, suffering or distress caused to the Tenant because of the illegal eviction.
39. The pain and suffering caused to the Tenant by the illegal lock-out, was at least as damaging to her as a bad faith eviction would have been. In subsection 57(3)1.1 of the Act, one of the remedies found appropriate for a bad faith eviction is payment of general compensation in an amount not exceeding the equivalent of 12 months of the last rent charged to the former tenant, and the order may be made regardless of whether the Tenant incurred any actual expenses. Such a remedy is permitted on the basis that a person has been induced to leave their home in bad faith. There is particularly profound pain and suffering in that loss because of the intentional infliction of the loss by a Landlord who knows they are doing something unlawful. That is not dissimilar to what occurred here – intentional infliction of the loss of the Tenant's home with the awareness on the part of the Landlords that it is being done unlawfully. I have determined, above, that the Landlords knew that they were causing the Tenant to leave her home unlawfully, and then they kept up the pretense that she was going to be able to return when they knew that the demolition they had done to the unit would make that impossible.
40. The Tenant was out of her home for eight months before she died. Consequently, I find that it is reasonable to award her pain and suffering in the equivalent of 8 months of the last rent charged to her, or  $8 \times \$988.00 = \$7,904.00$ .

#### Administrative Board Fine:

41. The Tenant has requested a Board fine.
42. The Board's Interpretation Guideline #16 provides that an administrative fine is a remedy to be used by the Board to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. The remedy is not normally imposed unless the landlord has shown a blatant disregard for the Act, and other remedies will not provide adequate deterrence and compliance.
43. In this case, the Landlords knew they were unlawfully evicting the Tenant, yet they testified that the Tenant "chose" to leave on February 1, 2024, when all the events prove, on a balance of probabilities, that the Landlords insisted that the Tenant leave. Then, instead of admitting to the Tenant that she was never coming back, they kept up with the pretense that they just needed to do more work, and more extensive repairs, than they had at first anticipated, thereby "stringing her along" in the illusion that she would be able to return to her unit. Even in November 2024, after the Tenant had passed away, the Landlords had done no further work on the unit. They manipulated events to ensure that the Tenant would never be able to return, while leading her on to think that she might come back one day. Even at the hearing the Landlords still insisted that they had always been open and honest with the Tenant, and all parties had a mutual understanding of the situation, when it

was clear that the Landlords had never been honest, and they knew that the Tenant never understood the true situation.

44. Therefore, the Landlords not only unlawfully evicted the Tenant, but they were never honest enough to tell her that she had been evicted. I find that this behaviour shows a blatant disregard for the Act, because the Landlords not only contravened the Act with an unlawful eviction, but they were never honest enough with the Tenant to admit what they had done, thereby letting her live in an untenable temporary situation in her daughter's living-room instead of ensuring that she moved her belongings from a dirty, demolished unit to an appropriate new unit.
45. I find that an administrative fine of \$5,000.00 is appropriate, and the other remedies were insufficient to ensure adequate compliance with the Act, and adequate deterrence against contravening the Act.

**It is ordered that:**

1. The total amount the Landlord shall pay the Tenant's estate is \$8,252.00. This amount represents:
  - \$7,904.00 general damages
  - \$300.00 damages to the Tenant's property
  - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant's estate the full amount owing by February 23, 2026.
3. If the Landlords do not pay the Tenant's estate the full amount owing by February 23, 2026, the Landlords will owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.
4. The Landlords shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$5,000.00 by February 23, 2026.
5. If the Landlords do not pay the Landlord and Tenant Board the full amount owing by February 23, 2026, the Landlords will owe interest. This will be simple interest calculated from February 24, 2026, at 4.00% annually on the balance outstanding.

**February 12, 2026**  
**Date Issued**

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Nancy Morris  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.